

MUST HAVE SIGNED TO RECEIVE CONCRETE BARRIERS

Cooperative Agreement Coconino County And Landowner/Land Operator

This Agreement is made on the _____ day of _____, 20__, by and between Coconino County and the following Landowner/Land Operator (hereinafter referred to as the Cooperator):

Name(s)

Mailing Address

Location Address

Telephone

Email

WHEREAS:

The area in which Cooperator's land is located is vulnerable to flooding, debris flows and erosion as a result of the 15,000 acre Schultz Fire, which occurred in June and July of 2010;

Vegetation destroyed by the fire has exposed the upland drainage system to damage from rains which typically occur during the months of July, August, and September;

Coconino County is willing to make available for Cooperators' use various flood mitigation devices such as straw wattles and sand bags and to assist Cooperators with special needs who are unable to complete the installation of these devices on their own;

For Severe flood mitigation areas, Coconino County is willing to provide and install concrete barriers on Cooperator's property;

Cooperator(s) is willing to accept County assistance under the terms and conditions outlined in this Agreement;

NOW THEREFORE:

1. Cooperator owns or operates land described as:

Assessor's Parcel No. _____

Physical address or description: _____

2. Coconino County will provide the Cooperator with the following mitigation measures on Cooperator's property:

- ☐ Sand and sand bags for Cooperator's installation
- ☐ Straw wattles for Cooperator's installation
- ☐ Assistance with installation of sand bags, wattles or concrete barriers on Cooperator's property

- ☐ Other:

Flood mitigation devices provided by Coconino County are to be used only for protection of residential structures on Cooperator's property.

3. Cooperator understands and agrees that: the mitigation measures supplied by or installed with the assistance of Coconino County **may not** prevent all flood, debris flow, or erosion damage to Cooperator's property and County cannot guarantee the barrier is adequate; there are over a dozen natural drainages that existed prior to the Schultz Fire and that heavy rains may change the drainage patterns; that the County cannot predict the volume or velocity of water and debris that may affect Cooperator's property; that Cooperator is the person most familiar with existing drainage patterns on the subject property and should determine where available mitigation measures should be installed; that Cooperator assumes the risk of any loss, including personal injury or property damage that may result from diverting natural flows on Cooperator's property.
4. Cooperator further agrees to hold harmless Coconino County for any loss, including personal injury or property damage, attorney fees and costs that may result from any

assistance provided by Coconino County, its officers, agents, employees, or contractors.

5. Cooperator further agrees to waive any right to sue, or make a claim against, and release Coconino County from any liability that may be alleged as a result of the County's assistance to Cooperator.
6. As a condition of receiving assistance in the form of flood mitigation devices, placement, or installation, Cooperator hereby grants a license to the County officials to enter Cooperator's property for purposes of providing and/or installing flood mitigation devices and inspecting flood mitigation measures for grant funding compliance. Count agrees to make a reasonable attempt to contact Cooperator prior to entering Cooperator's property.
7. Cooperator is responsible for continuing maintenance of the flood mitigation devices.
8. Except in cases of noncompliance by Cooperator with the terms of this Agreement, either party may terminate this agreement upon thirty (30) days' written notice to the other parties, but only after flood mitigation measures installed on Cooperator's property have been in use for eight (8) months following the 2011 Monsoon season. Noncompliance by Cooperator may result in immediate termination of this Agreement by the County. In the event of termination, the County will not be required to remove the mitigation devices installed on Cooperator's property, unless such mitigation devices is a concrete barrier, in which case the County or its agent will be authorized to enter Cooperator's property and remove the barrier. If the barrier is removed upon request and Cooperator decides they want barrier in the future, the County may re-install the barrier at full expense of Cooperator.
9. Cooperator warrants that he or she has full authority under title of ownership or lease to execute this document and to abide by the terms and conditions stated herein.

Dated this ____ day of _____, 20__.

COOPERATOR(S)

Signature

Signature

Printed Name

Printed Name

COCONINO COUNTY

By: _____
Elizabeth C. Archuleta, Chairwoman
Coconino County Board of Supervisors